

Collective Bargaining Agreement  
Between

**The City of Longview**

**&**

**International Association  
Of Fire Fighters,  
Local 3375  
Longview Chief Officers**



**January 1, 2011 through December 31, 2012**

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## Preamble

Pursuant to RCW 41.56, this Agreement is between the City of Longview (hereinafter called "Employer") and Longview Chief Officers, International Association of Fire Fighters Local 3375 (hereinafter called the "Union") for the purpose of setting forth the mutual understanding of the parties regarding wages, hours and conditions of employment. The Employer recognizes the Union as the exclusive bargaining agent for the following full-time command staff positions in the Fire Department: Battalion Chief and Fire Marshal. Upon establishment of any new classification, and when the Union and the Employer cannot mutually agree if that position should be included within the bargaining unit, then either party may request a unit clarification from the Public Employment Relations Commission.

It is the purpose of this agreement to achieve, maintain, and support harmonious labor relations between the parties. It is also intended to provide a means to handle labor relations functions, disputes, agreements, and routine business in a professional manner. With this in mind, both parties commit to working together on labor relations issues in an environment of mutual respect, communication, and candor.

## Article 1: Management Rights

**Section 1.** The Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated or modified by this Agreement are retained by the City. Nothing in this Article shall have the effect of nullifying other sections of this Agreement. Changes affecting wages, hours and working conditions, except as specifically addressed or outlined in this agreement, shall be made in accordance to RCW 41.56.

**Section 2.** The direction of its working force and operations are vested exclusively in the Employer. This shall include the right to operate and manage all scheduling/staffing, facilities and equipment; to determine the methods, means, number of personnel needed to carry out the department's mission; to plan, direct, control and determine the operations or services to be conducted by the department; to determine the utilization of technology; to contract for goods and services not presently performed by members of the bargaining unit (except temporarily to meet unforeseen emergencies); to hire promote, transfer, assign, retain and layoff employees; promulgate rules and regulation; suspend, demote or discharge employees; to maintain the efficiency of the operation entrusted to the City Employer; and to determine the manner in which such operations are to be conducted. The administration of the above conditions shall be consistent with the Civil Service Rules and Policies and Regulations of the City.

## Article 2: Union Security

**Section 1. Condition of Employment:** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union, shall remain members in good standing. All new employees shall become and remain members in good standing within thirty (30) calendar days after the effective date of this Agreement or thirty (30) calendar days

after date of commencement of employment, whichever is later. Those employees failing to comply, shall be discharged within thirty (30) days after the Employer is notified by the Union, in writing, of an employee's non-compliance; provided, however, that the above requirements to apply for Union membership and/or maintain Union membership shall be satisfied by an offer by the employee to pay the regular initiation fee and regular dues uniformly required by the Union of its members.

**Section 2 Employees' Non-Association Rights:** Employees' right of non-association because of bona fide religious tenets or teachings of a church or other religious body of which such employee is a member shall be protected by RCW 41.56.122.

**2.1:** It shall be a condition of employment that such employee make payments, as set forth in RCW 41.56.122, to a non-religious charity, with proof of such being forwarded to the treasurer of the Local at the end of each calendar month. Such payment to charity shall be reduced by an administrative fee to the Union for contract administration and other normal business expenses.

**Section 3 Written Notification:** Those employees failing to comply shall be discharged within thirty (30) days after the Employer receives written notification of same from the Union.

### **Article 3: Union Business**

**Section 1.** Upon forty-eight (48)-hour written request, the Chief or his/her authorized representative may grant a Union Official authorized leave up to three (3) calendar days to attend official Union function(s) so long as a staffing shortage would not cause unsafe staffing levels as determined by the employer. Union representatives shall be defined as personnel elected or appointed by the Union. Said leave will be without loss of pay or charge against said person's annual leave or compensatory time. The City, at its option, may waive the written notification. The Chief or his/her authorized representative retains the right to rescind such release time for emergency response.

**Section 2.** The City shall provide space for a bulletin board and a filing cabinet for Union business. Notices posted on the bulletin board shall be limited to official Union notices and shall not contain any defamatory or obscene material.

**Section 3.** The City will allow the reasonable use of City Equipment and Facilities for Union business under the following conditions. Such use shall not cost the City additional monies i.e. long-distance phone calls, and City supplies shall not be used in conjunction with Union business. If City office equipment or building space is not available for Union use for whatever reason, the City is in no way obligated to provide alternate equipment or facilities for Union business.

**Section 4.** The Employer shall afford Union representatives a reasonable amount of time while on non-emergency duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representatives and/or aggrieved employees contact the Chief or the Chief's designee to indicate the general nature of the business to be conducted, and

request necessary time without undue interference with assigned duties. Union representatives and employees shall guard against excessive time in handling such responsibilities.

**Section 5.** Up to two (2) members of the Union's negotiating team shall be allowed time off with full pay for all meetings between the Union and the City for the purpose of negotiating the terms of the contract, when such meetings take place at a time during which such members are on duty.

## **Article 4: Prohibition of Strikes and Lockouts**

**Section 1.** The Union agrees that there shall be no strikes, slowdowns, stoppages of work, or other organized disruptions of fire department operations. The Employer agrees there shall be no lockout of the employees.

**Section 2.** Upon notification confirmed in writing by the City, through the City Manager, to the Union that certain of its members are engaged in a wildcat strike, the Union shall immediately provide the City with a copy of such an Order, and a responsible official of the Union shall publicly order them to return to work. Such characterization of the strike by the City shall not establish the nature of the strike. Such notification by the Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the City. In the event a wildcat strike occurs, the Union agrees to take all reasonable effective and affirmative action to secure the member's return to work as promptly as possible. Failure of the Union to issue such order and/or take such action shall be considered in determining whether or not the Union caused or authorized, directly or indirectly, the strike.

**Section 3.** Should any job action occur within the geographic jurisdiction of the Employer, employees may be required to cross a picket line to perform emergency or non-emergency activities. The employer agrees to meet at the Union's request to establish temporary procedures for emergency and non-emergency activities.

## **Article 5: Non-Discrimination**

**Section 1.** The Employer and the Union agree that they will not discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, sex, sexual orientation, gender identity, creed, age, national origin, religious belief, marital status, mental or physical disability, or service in the Uniformed Services of the United States, or union activity, affiliation, or status.

## **Article 6: Layoff Provisions**

**Section 1.** Employees shall be laid-off in the reverse order of department seniority starting with the lowest ranking member of the fire department as defined in the Civil Service Rules

and Regulations.

In the event that personnel reduction results in a need for a redistribution of employees from superior ranks to lesser ranks, such reductions shall be accomplished by reducing in rank those employees with the least tenure in the effected rank.

Employees on layoff shall be recalled according to seniority, available positions shall be filled from the reinstatement register on a last laid-off / first-hired basis.

No new employees shall be hired until all laid-off employees have been given an opportunity to return to work. Recalled employee(s) shall be reinstated to the position held prior to the promotion of others. Employees shall be reinstated with seniority acquired prior to lay-off.

Any person hired from a reinstatement register who has experienced layoff for ninety (90) days or more shall be required to meet LEOFF II medical standards as required under the RCWs.

The City shall send notice of recall to the employee at their last known address by certified mail with a return receipt requested. If any employee fails to respond to the notice within fourteen (14) calendar days from the date of mailing of the notice of recall, that employee shall be considered to have terminated their employment with the City, shall cease to have seniority, and the employee's name shall be removed from the recall list.

Recall rights for any employee shall expire thirty (30) months from the date of layoff. Written notice of expiration or loss of recall rights shall be sent to the employee at their last known address by certified mail with return receipt requested.

## **Article 7: Definition of Seniority**

**Section 1.** Seniority and continuous service shall be defined as follows:

**Continuous Service:** The continuous length of time an employee is employed with the City of Longview less any periods of time the employee is in a non-paid leave status for thirty (30) or more calendar days.

**Seniority in Department:** The length of continuous service in the employ of the Longview Fire Department.

**Seniority in Rank:** The length of continuous service in a represented command staff position of the Longview Fire Department.

Seniority dates shall be established from the date that the employee was hired in the department or promoted to the rank or classification. In the event of a tie in seniority, the tie shall be broken on the basis of entrance or promotional examination score as applicable.

## **Article 8: Disciplinary Procedures**

**Section 1.** Each hired or promoted employee shall serve a probationary period of up to twelve (12) months. During the probationary period, a newly hired employee may be disciplined at any time with or without just cause. No employee may be disciplined except for just cause except for newly hired employees during their probationary period and for demotions of promotional employees during their probationary period.

Further, in the opinion of the Fire Chief an employee is unable to successfully learn and perform the job for which he/she was promoted to during their probationary trial period, the employee shall be permitted to bump back to their formerly held position subject to the terms and conditions of the collective bargaining agreement (if applicable). Such "bump back" or promotional disqualification shall not be subject to appeal except as permitted via the Civil Service Rules.

**Section 2.** Disciplinary action may include:

- (a) counseling;
- (b) training;
- (c) verbal warning
- (d) written warning;
- (e) suspension;
- (f) demotion; and
- (g) Termination of employment.

Disciplinary actions taken shall be progressive in nature, with the understanding that the disciplinary action taken will correspond to the seriousness of the violation e.g. serious violations will generally result in the most serious levels of discipline. Prior to imposing disciplinary action, an investigation may be conducted, and the employee subject to the disciplinary action may be placed on administrative leave, i.e., temporary leave with pay, pending completion of the investigation.

Verbal warnings may not be grieved. Grievances concerning written warnings may not be grieved beyond step 2 of the grievance procedure.

**Section 3.** In the case of suspension, demotion or discharge, the employee shall be provided a copy of the alleged violation and all relevant documents the employer has in their possession. The employer shall hold a pre-disciplinary meeting with the employee within a reasonable time of the notice of the alleged violation. At this meeting the employee shall be given the opportunity to respond to the alleged violation.

**Section 4.** Upon request by the employee, she/he may have a Union representative present at the meetings held by the employer to discuss potential disciplinary action. Disciplinary action shall be taken in a timely manner after completion of the investigation and/or meeting with the affected individual(s).

**Section 5.** Disciplinary materials at the level of a written warning or higher or performance evaluations shall be maintained in the official personnel file of the employee. Access to personnel files shall be limited to the employee, his/her authorized representative, officials of the City who have a legitimate business need for the access or as required by State or Federal laws. The employee shall be given a copy of any documents before placement of such material into their personnel file and will be required to acknowledge receipt in writing. The employee's signature shall not be construed as agreement or concurrence with the discipline or evaluation.

**Section 6.** If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within twenty (20) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

## **Article 9: Grievance Procedure**

**Section 1.** The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure; and there shall be no suspension of work or interference with the operations of the Employer

Grievances are defined to include only matters involving the interpretation, application, or enforcement of this agreement.

The parties agree that every effort should be made to resolve grievances informally with the first level supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

**Section 2. Election of Remedies.** When an employee or the Union submits a dispute to the grievance procedure for resolution or to the Civil Service Commission for review, such submission shall constitute an election of forums and shall prohibit and bar the employee or Union from proceeding with that matter in the other forum. In no event shall the employee or Union submit the same dispute to both the Civil Service Commission and the grievance procedure.

### **Section 3.**

*Step 1.* If unable to resolve the grievance informally with the Fire Chief the grievant shall present the grievance in writing to his/her immediate supervisor. The apparent existence of a grievance should be presented as soon as possible, but not later than fourteen (14) calendar days following the date of the occurrence or circumstances giving rise to the grievance. The written notice shall include:

The specific facts giving rise to the grievance, including the date the grievance arose;  
The section of the Agreement claimed to be violated;  
The remedy sought;  
The date and signature of the grievant, and/or Union representative;

The employee/Union Representative and the Fire Chief will hold a conference not later than fourteen (14) calendar days following such notice to resolve the issue. The Fire Chief shall render a written decision within ten (10) calendar days. The parties can bypass this step by mutual agreement and the grievance will move directly to Step 2.

*Step 2.* If the grievance is not resolved at Step 1, the employee or Union may submit the written grievance to the Human Resources Director as the City Manager's designee for Labor Relations within ten (10) calendar days of receipt of the Fire Chief response. The City Manager, The Director of Human Resources and Union representative shall meet not later than ten (10) calendar days following date of presentation of the written grievance to attempt to settle the dispute. The Director of Human Resources will provide a written decision on the matter to the Union not later than ten (10) calendar days following the meeting.

*Step 3.* Not later than ten (10) calendar days following the conclusion of Step 2 the parties via mutual agreement may refer the issue to mediation before proceeding to arbitration, or either party may submit the grievance to arbitration bypassing mediation by providing written notice to the other party. The parties shall first attempt to agree on a mutually acceptable arbitrator. If the parties cannot agree on an arbitrator within ten (10) calendar days, the party initiating the grievance will request from the American Arbitration Association (AAA), a list of seven arbitrators from the Oregon-Washington region. If the Union and City agree, the arbitrator may be selected from a list submitted by the Federal Mediation and Conciliation Service or other outside referral service in lieu of American Arbitration Association. The cost of the list, if applicable, will be equally borne by both parties. The arbitrator will be chosen from the list either by mutual agreement or by alternate striking of arbitrator names. When each party has stricken three names, the remaining arbitrator shall be appointed to resolve the grievance. The party striking the first name shall be determined by the flip of a coin. The Union shall call the coin toss in the air with the management representative conducting the actual toss of the coin.

**Section 4. Time Limits.** The time limits set forth in this Article may be extended by mutual written agreement between the City and Union. If the Union fails to adhere to any of the time limits for processing grievances, the grievance will be deemed abandoned. If the City fails to respond to a grievance within the specified timelines, the grievance will be advanced to the next step of the grievance process.

**Section 5. Arbitration.** The arbitrator shall render a decision within thirty (30) days of hearing, which decision shall be final and binding on both parties. The scope of the arbitration shall be limited to the issues of fact and disputed application to this Agreement raised by the aggrieved employee or Union representative at Step Two of the grievance procedure.

Each party shall bear the costs of presenting its own case, including witness fees, attorney fees, and time lost from work by its witnesses and representative. If either party desires a

verbatim transcript of the proceedings, the parties shall split the costs of the court reporter and of the arbitrator's copy of the transcript.

The arbitrator shall have no authority to modify or alter the terms of the Agreement, but shall be limited to interpretation of the Agreement. Only one dispute or grievance shall be the subject of any arbitration unless the parties expressly agree to the contrary.

**Section 6. Informal Discussion Permitted.** Nothing in this Article is intended to preclude or prohibit informal discussion of a potential grievance between an employee, union representative, and the appropriate member of City Management, provided that the time limits set forth above are followed.

**Section 7. Confidentiality.** All proceedings, meetings, and discussion related to grievances shall be limited in attendance to the parties and their designated representatives. All documents and information relative to the grievance and resolution thereof shall be considered as exempt from public disclosure to the extent allowed by law, until the conclusion of the final proceeding.

## **Article 10: Salaries**

**Section 1.** The wage rates during the term of this Agreement shall be as follows:

- Effective January 1, 2011 all salaries shall be increased by 0.0%.
- Effective December 1, 2012 all salaries shall be increased by a percentage equal to 90% of the Portland, Oregon Consumer Price Index (CPI "W") for the period from July 1, 2011 to July, 2012, provided the percentage adjustment will be no less than 2.5% and no more than 5.0%

**Section 2. Education Incentive.**

Employees who have completed a Bachelor's Degree (BA or BS) in any major field of study shall be eligible for an education premium of 3.5% of their monthly base salary per month in addition to their base salary. This premium shall not extend to degrees granted in whole or in part based upon "life experience".

## **Article 11: Basic Rate of Pay**

**Section 1.** The calculation of regular overtime shall be in accordance with established practices and in compliance with the provisions of the Fair Labor Standards Act.

**Section 2.** For those assigned to a regular 40-hour work-week schedule, two thousand eighty (2,080) scheduled hours per year, will be used in calculating the basic annual salary.

**Section 3.** For those assigned to shift work, two thousand five hundred and ninety-two (2592) scheduled hours per year will be used in calculating the basic annual salary.

## Article 12: Hours of Work

**Section 1.** The regularly scheduled hours of duty for regular full-time shift employees shall be within the framework of the three-platoon system. The work period for regular full-time shift employees originally began January 1, 2006 at 0700 and ended 27 calendar days later at 0700. Based on this original definition, the current Longview Fire Department "Kelly Day/ FLSA cycle" schedule is acceptable to both parties. Employees will be scheduled to work eight (8) 24-hour shifts during the 27 day work period. The remaining 24-hour shift in each 27 day work period shall be a Kelly day at which time an employee will be scheduled off. The regularly scheduled hours of work shall be 192 hours each 27-day work period. Regular assigned hours shall result in 2592 annual hours worked.

**Section 2.** Kelly shifts will be scheduled as part of Local 3375's vacation selection process.

**Section 3.** In order to minimize the impact of Kelly Day overtime the Administrative BC will cover any shift BC shortages during his normal work day as assigned by the Fire Chief. In addition, the Administrative BC may flex his/her "day" position to a "24-hour" schedule to provide similar coverage upon mutual agreement between the employee and the Fire Chief. However, in order to minimize the impact on the Administrative BC for coverage issues created by unanticipated absences and the resulting overtime required, the parties agree to the following. The Admin BC when assigned to shift commander coverage outside of 0700-1600, Monday-Friday shall be compensated at the 1.5 (one and a half times) overtime rate of pay. The city recognizes that overtime coverage would be incurred for the type of coverage listed above and that it is reasonable that the Admin BC be given consideration for this compensation. However, this provision only applies to periods when it is neither feasible nor reasonable to flex the Admin BC's schedule. The administrative Battalion Chief will be assigned to a 27 day FLSA work period; however, he/she primarily works a day shift and shall have a minimum of 142 hours and a maximum of 174 hours each work period.

**3.1 Scheduling Holidays for Admin BC:** To ensure fairness to the administrative Battalion Chief in the ability to take holiday time, he/she will not be required to work holidays unless an emergency arises which requires coverage. He/she may take the holiday off and use any form of acceptable leave. By mutual agreement of the parties the administrative Battalion Chief may work the holiday and schedule another day off as long as working the holiday will not incur any overtime within the 27 day FLSA work period.

**Section 4.** The parties agree that Article 14 outlines the process for making Battalion Chiefs' assignment to open and unfilled shifts.

**Section 5.** The regularly scheduled hours of duty for a day employee shall be assigned, at the discretion of the Fire Chief, to work a standard forty (40) hours per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule. Overtime compensation shall be calculated utilizing a 7-day FLSA work cycle. The work week will consist of seven (7) consecutive twenty four (24) hour days beginning at 12:01 am on Sunday and ending at 12:00 am on the following Sunday.

**Section 6.** Except for extenuating circumstances, the lunch hour will be from noon to 1300 each day.

**Section 7.** Except as otherwise note in this agreement, paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

**Section 8. Adjustments between shift and day assignments:** Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.802) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.246) factor.

**Section 9. Monthly Staff Meetings:** The parties agree that the employer may schedule one or more command staff meetings or command staff training sessions per calendar month. The union agrees that up to four hours per calendar month of attendance to such events shall not require overtime compensation for off duty members. Members agree to make every effort to attend such meetings or events, with the exceptions being vacation, illness, or as otherwise approved by the Fire Chief.

Additional meetings, training events, or similar commitments may be scheduled, required, and/or offered by the employer. These events shall require overtime compensation for off duty members.

## **Article 13: Overtime and Call Back**

**Section 1. Fair Labor Standards Act Overtime.** For the purpose of calculating Fair Labor Standards Act overtime for regular hours worked a work period of seven (7) days will be utilized for 40 hour per week employees.

Employees assigned to supervise employees scheduled to work within the framework of a three-platoon system will have a 27-day FLSA work period. The 27-day work period shall contain nine 24-hour shifts. The regularly scheduled hours of work shall be no more than 192 hours within that work period. Paid leaves of absence, i.e. vacation, holiday, sick leave, will be treated as time worked for the purposes of calculating overtime.

**Section 2. Shift Supervisors, Regular Overtime.** For those assigned to supervise shift employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, it is paid to the next highest quarter hour. Overtime computation shall be based on a two thousand five hundred and ninety two (2592) scheduled hour work year.

**Section 3. 40-hour, work schedules, Regular Overtime.** For 40-hour, day employees, regular overtime shall be paid at time-and-one-half the regular rate for the actual hours worked to the quarter hour. However, if the work exceeds the quarter hour, regular overtime is paid to the next

highest quarter hour. Overtime computation shall be based on a two thousand eighty (2080) hour work year.

**Section 4. Emergency extension of the regular work shift:** When an employee is required to work over his/her normal work day or shift for an emergency, emergency overtime pay shall be paid at double the regular rate for the time worked. Emergency overtime shall be paid for the actual hours worked to the quarter hour.

**Section 5. Emergency call back:** When an employee is called back to work for an emergency, where such time is not contiguous to the regular work shift or occurs on a scheduled day off, emergency call back overtime pay shall be paid at double the regular rate for the time worked (as defined in this article). Employees shall receive a minimum of two hours pay or pay for actual time worked, whichever amount is greater.

**Section 6. Off-shift non-callback overtime -** Non-callback overtime refers to incidents where off-duty employees happen upon emergency incidents within the City of Longview or within normal auto-mutual aid areas, either before, or after, the officer in charge arrives on the scene with emergency response units. If a call is placed to "911" and emergency units are dispatched in response to the incident, the assisting, off-duty employees will be paid non-call back overtime at the emergency overtime rate, hour for hour, to the next highest quarter hour from the time of dispatch of initial emergency units. It is recognized that such time may include such duties as decontamination, documentation, etc. Off-shift-non-call-back overtime will not affect any overtime callback list.

**Section 7. Compensatory Time.** Employees may bank compensatory time, not to exceed 72 hours, in lieu of cash payment for either regular overtime or emergency overtime and may take such banked compensatory time at the request of the employee, and with the approval of the Fire Chief.

**Section 8. Training.** All approved, off-duty training time shall be paid at the overtime rate in accordance with this Article; provided, however, that the work schedule for shift employees may be converted to an alternative schedule. When assigned to an alternative schedule, overtime shall only be paid for time spent in actual course/training instruction that exceeds the total number of hours the person would have worked (based on their established shift schedule) had they not attended the training event.

Voluntary training and educational activities that are not required by the employer, are taken as professional development instruction to qualify for a promotional opportunity, where no work is performed, and is of no immediate benefit to the employer shall not be considered as time worked.

## **Article 14: Battalion Chief Backfill**

**Section 1.** All open and unfilled shifts for the position of Battalion Chief, shall be filled by qualified department personnel as indicated herein:

- 1.1 If a temporary vacancy occurs at the rank of Battalion Chief, to minimize the need for overtime, the City will first endeavor to cover the vacancy via the administrative Battalion Chief and/or through temporary schedule adjustments of qualified employees within the 3375 bargaining unit.
- 1.2 If the vacancy still remains and a qualified employee from local 828 is available (on the shift with the vacancy) to work the assignment without resulting in overtime to be worked, they will assume the role of Acting Battalion Chief. If more than one qualified employee is available, the selection will be made in rank and seniority order.
- 1.3 If the vacancy still remains, the overtime shift will first be offered to qualified employees from local 3375 and then to qualified employees from local 828 in rank and seniority order.
- 1.4 If the vacancy still remains, qualified personnel from Local 3375 with the least number of overtime hours (list to be maintained by 3375 union representatives) will be required to work the unfilled shift. Note: For the purposes of this article, the administrative Battalion Chief can not be required to work on a holiday to provide backfill for a regular shift.
- 1.5 The parties have implemented a Battalion Chief qualification assessment process for interested department employees to determine their qualifications to perform acting Battalion Chief duties. Individuals that performed acting Battalion Chief duties between April 23, 2002 and April 23, 2003 shall be exempt from the assessment process and shall be placed on the Acting Battalion Chief eligibility list. The parties recognize that an employee may be removed from the eligibility list to perform acting duties if they are later deemed unqualified (based on demonstrated performance in the job) by the Fire Chief to perform the acting assignment.

## **Article 15: Deferred Compensation**

In recognition of FLSA work period changes made in the 2002-2004 collective bargaining process and the impact thereof; increase in annual hours worked and the basic rate of pay for OT purposes, the parties agree to the following with regard to deferred compensation:

The City shall make a 2.5% contribution each pay period into bargaining unit employee's 457 account based on the employee's monthly base salary.

## **Article 16: Longevity**

**Section 1.** The Employer and the Union agree to eliminate all longevity pay for all positions in the bargaining unit, effective January 1, 1995.

In lieu of longevity pay, the Employer and the Union also agree to increase base salaries for all positions, effective January 1, 1995, by an additional 1.5% above December 31, 1994 salaries. This 1.5% amount is equivalent to the average of the previous longevity pay benefit received by each employee.

## **Article 17: Sick Leave & Disability**

**Section 1.** Members of this agreement are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave days, which have accrued to that employee subject to the terms and conditions of this agreement.

**Section 2.** Full-time employees shall be given ninety-six (96) hours (for day employees) and 144 hours (for shift employees) on their first day of employment. No additional sick leave shall accrue to that employee until after the employee has completed twelve (12) months of continuous employment. Thereafter, sick leave shall accrue to that employee at the rate of eight (8) hours for each month (defined as 20 days or more) of continuous employment or twelve (12) hours per month for employees assigned to shift work.

The employee shall report their condition to his/her immediate supervisor at the beginning of such period of illness or physical inability. For sick leave in excess of three (3) successive days in the case of 8-hour day employees, or two (2) 24-hour shifts in the case of shift employees, a statement from the employee's physician may be requested to verify the nature of the illness or physical inability of the employee and the anticipated length of time he/she will be required to be away from employment.

Use of sick leave for such absences may be denied absent appropriate medical verification of said disability. In the event that a request for sick leave is denied by the Fire Chief, such request may be submitted, in writing, to the City Manager for review thereof. The decision of the City Manager shall be final and binding and not subject to further review.

**Section 3. Avoidance of Duplicate Salaries.** Any employee who was absent from employment whose request for sick leave was approved shall receive, as sick leave payment, a sum equal to the difference between his/her regular salary and any amounts payable to such employee as disability allowance under the provisions of Washington State Law Enforcement Officers and Firefighter's Act, or as time off compensation under the provision of the Washington State Industrial Act, for such time as he/she was absent from employment; provided, however, that no salary shall be paid for any absence from employment in excess of the accumulated sick leave, except as otherwise herein provided, further, that all sick leave deducted from the accumulated sick leave of the employee requesting the same, paying full salary requirements of RCW 41.26

(disability leave), the City will first meet any full salary requirement of RCW 41.26 for disability leave allowance from any accrued unused sick leave which may be standing to the credit of that employee. The current state law, which provides sharing of the portion of sick leave between the employee and employer for the six (6) month disability period, is recognized as replacing the above description of coordination of benefits. However, if the state law removes the six (6) month disability benefit, the above coordination of benefits will be in effect.

Upon death or retirement following at least twenty years of service employees shall be paid for up to, but not in excess of, one hundred percent (100%) of one hundred twenty (120) days of accrued sick leave earned prior to May 1, 1979 and unused at the time of retirement. Such retiring employee shall also be paid for accrued sick leave to his credit earned after May 1, 1979 in accordance with Schedule A.

Employees with less than twenty years of service, upon termination of employment or death, shall be paid for all accrued unused sick leave to their credit whether accrued before or after May 1, 1979 in accordance with schedule A.

**Schedule A**

**Years of Service**

**Amount to be Paid**

Less than 10 years of full-time employment	None
10 -15 years of full-time employment	12.5% of accrued unused sick leave
15 - 20 years of full-time employment	25% of accrued unused sick leave
20 -25 years of full-time employment	37.5% of accrued unused sick leave
After 25 years of full-time employment	50% of accrued unused sick leave

**Section 4.** In the event that a member of the employee's Immediate family (as defined by Washington's family leave laws) suffers an illness or injury which requires the family member to be hospitalized or be under a doctor's immediate care due a serious medical condition, said employee shall be entitled to sick leave for such purpose not to exceed one (1) shift for shift employees or two (2) days for day employees unless the condition qualifies for official Family Medical Leave and then may be extended as indicated by the medical certification, as permitted by the City's official Sick Leave policy, or as otherwise approved by the Chief. Employees on official family medical leave are required to utilize all paid leave accruals available to them prior to being placed on unpaid leave.

**Section 5.** Pension and disability leave shall be granted in accordance with the Washington State Industrial Insurance and Worker's Compensation Act and the LEOFF II Pension Act as they may be amended from time-to-time. Employees eligible for the LEOFF I Pension Act shall be granted pension and disability in accordance with the requirements of said Act.

**Section 6 Light Duty** Employees who are off on a duty-related injury or illness shall be assigned to light duty as the Employer may require (as outlined in RCW 41.04.520) if appropriate work is available and subject to the approval of the treating physician. Employees assigned to light duty shall be transferred to day shift.

**Section 7 Transferring Vacation Leave**

Employees shall have the ability to transfer vacation leave from their accrued vacation to another employee's sick leave bank, as defined in the City's catastrophic leave policy.

**Article 18: Military Leave**

**Section 1.** Military leave shall be granted pursuant to RCW 38.40.060 and RCW 73.16.031.

**Article 19. Jury Duty & Witness Services**

**Section 1.** Employees shall be allowed necessary leave to serve as a member of a jury. During such leave, employees will be paid at their regular rate of pay and without loss of other benefits. Any compensation which such employee shall receive by reason of having served as a juror may be retained by such employee in addition to such employee's regular compensation.

Employees shall be required to report to work for any portion of their regularly scheduled shift during which they are not actually serving on a jury or waiting to be impaneled.

**Section 2.** Employees shall be granted time off with pay and without loss of other benefits when summoned to testify as a court witness on matters related to their duties and responsibilities with the City or on behalf of the State of Washington, or any county or other municipality.

Monetary compensation received from the court, or other party served shall be forwarded to the City treasurer. Reimbursement for out of pocket expenses may be retained by the employee.

**Article 20: Bereavement Leave**

**Section 1.** In the event of the death of a spouse, employees will be granted paid bereavement leave that allows them to be absent from work for up to seven (7) calendar days with out deduction from accumulated vacation or sick time.

**Section 2.** Employees shall be granted paid bereavement leave, without deduction from accumulated vacation or sick leave which allows them to be absent from work for three (3) calendar days at the time of death in the employee's immediate family. For the purposes of this section, the employee's immediate family members are: the spouse, son, daughter, parents, brother, sister (or step and in-law equivalents), grandparents, grandchildren, or other relatives living in the employee's household.

**Section 3.** If necessary for health or travel, an additional two (2) shifts may be allowed for shift employees or an additional five (5) working days for day employees with the approval of the Chief and for each day or shift so allowed there shall be deducted one day or shift from such employee's accumulated sick leave.

**Section 4.** Bereavement leave may be used for qualifying family members in the case of imminent death however total bereavement leave provided shall not exceed the work day/shift provisions of this article.

## **Article 21: Leave of Absence**

**Section 1.** Leaves of absences will be governed by Civil Service Rules and Regulations, Section 10.

## **Article 22: Vacations and Holidays**

**Section 1.** It is recognized that command officers are frequently recruited from another bargaining unit or from outside agencies. Therefore, vacation accruals reflect the fact that these are senior fire service officers bringing years of experience to these positions. As part of the recruitment process, the City has the option of starting newly hired command officers anywhere on the vacation scale.

**1.1 Vacation Accrual Schedule:** Each employee will accrue vacation in accordance with the following schedule. Accrual shall start on the first day of hire.

<b>Years of Service Completed</b>	<b>Shift Employees</b>	<b>Regular Work Week Employees</b>
<b>1 years</b>	2 shifts	5 days
<b>2 years</b>	7	14
<b>5 years</b>	9	17
<b>10 years</b>	11	22
<b>15 years</b>	13	28
<b>20 years</b>	14	30
<b>25 years</b>	15	30
<b>30 years</b>	16	32

**Section 2.** In addition to vacation shifts earned, shift Battalion Chiefs shall receive an additional five (5) shifts, (120 hours), in lieu of holidays per year.

### **Section 3. Applicable to all personnel:**

**3.1** Vacation leave will accrue on a pay period basis. Leave earned one pay period shall be credited to the employee upon completion of that pay period. Vacation leave is accrued but may not be taken until after an employee has completed six (6) consecutive months of employment. Vacation leave earned during that period of time will be granted on the first day of the month immediately following completion of six months of service.

**3.2** No accumulation of vacation leave shall occur when an employee is on leave without pay. Vacation leave may be taken at the request of the employee upon approval of the Chief.

**Section 4. Maximum Accumulations** (applies to day shift personnel). Employees may accumulate vacation up to a maximum of two (2) times their annual accrual rate, e.g., an employee earning 20 days/160 hours may not accumulate more than 40 days/320 hours. When an employee has reached the maximum allowable accrual, future accruals will cease until such time as the balance has been reduced to allow for additional earnings. Employees are responsible for monitoring their accruals and scheduling time off as necessary to preserve the ability to accrue vacation. Exceptions may be granted by the City Manager for circumstances where taking of leave was denied by the Chief or would be a detriment to the City.

**Section 5.** For those assigned to a day shift, the following days are recognized as paid (**eight hours**) holidays:

New Year's Day	January 1
Martin Luther King Jr.	3rd Monday in January
Washington's Birthday	3rd Monday of February
Memorial Day	Last day of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Veteran's Day	11th day of November
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	25th day of December
2 Floating Holidays	

**Section 6.** When any of the above holidays fall on a Saturday or Sunday, the workday immediately preceding or following, respectively, shall be observed as the holiday. Employees shall receive the same number of holidays regardless of work schedule. If the date of observance of a holiday falls on an employee's regular day off, the employee shall receive an alternative day off within the same work period of the holiday. To be eligible for holiday pay the employee must be in paid status on the scheduled workdays immediately before and after the holiday. Employees will not receive pay for holidays occurring during an unpaid leave of absence or after the last day of work in the case of termination.

**Section 7.** An employee may take the floating holidays at such time as mutually agreeable to the employee and the Fire Chief. Floating holidays are credited to employees on a pro-rated basis. An employee earns one floating holiday during the period January 1 through June 30, and a second one during the period of July 1 through December 31.

**Section 8.** Non-shift personnel required to work on a holiday shall be compensated at time and one half in addition to holiday pay. With mutual consent of the employee and employer, non-shift personnel may work on an observed holiday at the straight time rate of pay and may take an alternative day off during their designated work period in lieu of pay.

**Section 9.** The City shall have the latitude to provide for coverage for paid time off to minimize the need for overtime with the understanding that whenever practicable vacant shifts will be covered by temporary schedule adjustments of qualified employees, first within the bargaining

unit and then to other qualified departmental employees and as otherwise provided in this agreement.

**Section 10. Vacation Scheduling**

- 10.1 Bargaining unit personnel shall select their vacation choices by rank seniority and through the application of the following rules:
- 10.2 Applicable to personnel assigned to a 27 day FLSA work period: Local 3375 bargaining unit personnel will be permitted to select shift vacation picks based on rank seniority provided that no two BC's will be permitted to be off within the same 24-hour period.
- 10.3 Employees may also request to take vacation in increments of not less than 4 hours. Partial shift vacation requests are not part of the formal vacation selection process (pick schedule done in November) and are subject to the approval of the Fire Chief based on department staffing levels or other operational considerations.
- 10.4 Vacation selections will begin no later than November 1st and conclude by November 15th for the following calendar year.
- 10.5 All selections by Shift Battalion Chiefs will not conflict with the vacation time scheduled by the Administrative Battalion Chief.
- 10.6 Vacation selections will be made in order of rank seniority.
- 10.7 The numbers of shifts allowed for each pick are based on the total amount of vacation earned, as shown in the table below. If a person has failed to pick in his/her appointed time and the next person has picked, he/she may still pick at any time from those vacant shifts remaining. No second round pick, or third round pick, shall be taken until all prior round picks have been completed, unless an individual chooses to waive his/her turn. All shifts selected on first pick and all shifts selected on second pick must be consecutive, but shifts selected on third pick need not be. Those shifts, which are allowed for a pick but not taken, can be added to the allowed number of shifts for the next pick
- 10.8 Vacation selections shall be made in accordance with the following rotational schedule:

**TOTAL VACATION SHIFTS ALLOWED**

Shifts Allowed	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1 <sup>st</sup> Pick	1	2	3	3	3	3	3	3	4	4	4	5	5	5	6	6
2 <sup>nd</sup> Pick				1	2	3	3	3	3	4	4	4	5	5	5	5
3 <sup>rd</sup> Pick							1	2	2	2	3	3	3	4	4	5

- 10.9 Vacation shifts conflicting with periods of time when an employee is officially on sick, disability, or bereavement leave will be rescheduled to open, unpicked days per employee request.
- 10.10 In the event a vacation selection, which has been made, is subsequently canceled by an

employee, the vacation selection so canceled shall be made available for selection to other employees. Except in cases of emergency, the employee must provide forty-eight (48) hours notice prior to cancellation of vacation. Further, the canceled vacation selection must be moved to an unpicked day within the calendar year.

**10.11**

Shift Battalion Chiefs are required to exhaust accrued vacation leave hours each calendar year. The Administrative Battalion Chief can carry over up to 48 hours of vacation leave into a new calendar year. An employee may have a greater amount of leave accrued throughout the year than indicated in Section 1 of this article, but must be below the maximum allowed accrual on December 31 of each year. Accrual that exceeds the maximum authorized by this agreement will be adjusted on January 1 of each year and the affected employee or employees will be notified.

**10.12** Vacation shifts conflicting with periods of time when an employee is on a different form of paid leave due to an unanticipated matter such as Jury Duty or Military Leave, may be rescheduled to open, unpicked days per employee request.

**10.13** Employees who are regularly scheduled to work on the following observed holidays may select a vacation pick only if they are able to arrange coverage by qualified personnel: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

**Section 11.** Employees who have been employed at least six (6) consecutive months shall be entitled to cash compensation for any accrued and unused vacation under the following conditions:

**11.1** Each employee will be guaranteed annual cash out of up to 48 hours of accrued and unused vacation. Additional cash out requests exceeding 48 hours will be subject to availability of funds and approval of the City Manager.

**11.2** Total payment shall be limited to a maximum of 120 hours annually. Payment of earned vacation may be apportioned as the employee so chooses (i.e. 24 hrs. in December, 48 hours in July) but may not exceed the 120-hour limitation of the earned vacation accrual for the calendar year.

**11.3** Payment elections shall be submitted either by December 30th (paid January 20th) of the calendar year in which the vacation time is earned, or by June 30th (paid July 20<sup>th</sup>) of the year the vacation is to be taken.

**11.4** Payment for all vacation time cashed out under this Section shall be paid hour for hour at the rate the vacation time was earned.

**11.5** The City may provide coverage for any shifts of vacation time not cashed out under this Section in any manner it chooses, and as provided in this agreement.

**Section 12.** Upon retirement or termination of employment, employees shall be compensated at their current base, hourly rate of pay for their accrued, unused vacation and holiday time.

**Section 13. Adjustments between shift and day assignments:**

Leave balances for shift employees that are transferred from shift to day assignments, thereby having their work schedule changed from a shift schedule to a day schedule, shall be converted by utilizing a (0.802) factor. Leave balances for employees that return to a suppression position, thereby having their work schedule changed from a day schedule to a shift schedule, shall be converted by utilizing a (1.246) factor.

- 13.1 It is understood that occasional coverage of shifts by day personnel does not constitute a transfer to a shift schedule. The leave balance adjustment shall only be utilized when the employee is moved from "days to shift" or "shift to days" for a period exceeding 14 days.

## **Article 23: Insurance**

**Section 1.** The City agrees to provide insurance coverage to all employees and their dependents. The City has complete authority to choose and change the providers of the health care and life insurance benefits, so long as the level of benefits under the City's control remains substantially the same as those that are currently offered by the City in the year 2011. The premium costs for the insurance plans listed below will be based on a composite rate (City-wide average) taking into consideration all City employees and dependents covered by the plans. The insurance plans which are in effect at the time of this Agreement, are as follows:

- The AWC PPO Regence Blue Shield Plan;
- Kaiser Foundation Health Plan of the Northwest, group medical and hospital service agreement, prescription plan and optical plan;
- Washington Dental Service Program No. 177, Plan "F", as offered through the Association of Washington Cities;
- Life insurance for each employee in the amount of \$20,000; and
- Long-term disability insurance through the Association of Washington Cities (Standard Insurance Company) for each employee, including a ninety (90) day elimination period (except LEOFF I employees who are covered for disability through a state provided program).

**During the term of this agreement** the City will pay 90% of the total premium based on the highest cost composite rate for medical/dental/vision/employee assistance plan offered in the year 2011 provided the City's contribution toward medical and dental insurance does not increase by more than 10 percent (10%) per annum. In the event the aggregate costs increase by more than ten percent (10%) per annum, it is agreed that the City and employees will bear equally the added costs.

**Effective January 1, 2006** employees that choose to be insured under a **medical plan** as a dependent (i.e. insured via a spouse's medical insurance plan), upon providing proof of said insurance coverage he/she can elect to receive a \$450 per month City paid contribution into a Voluntary Employee Benefit Association (VEBA) account in lieu of enrolling in the City's medical insurance coverage program.

The City shall provide public liability insurance protecting all employees against claims for damages arising out of the performance of the employee's duties.

Retirees and/or retiree's spouse will be allowed medical benefits under the provisions of COBRA and/or as provided by the insurance carriers.

**Section 2. Benefits Committee.** The parties agree to participate in a City wide employee/labor/management benefits committee. One member from each labor group will sit on this committee along with five non-represented employees (to include management). The purposes of the committee shall include:

- To seek ways to control health care expense.
- To provide means for increased employee education about insurance benefits and a means for employee input into insurance benefits carriers and plan design.
- The committee's purpose is educational and exploratory only and the committee cannot bind the city of the respective unions to any decisions or course of action.

## **Article 24: Uniforms, Protective Clothing and Equipment**

**Section 1.** All protective clothing and equipment as required by the WAC 296-305 Washington Safety Standards for Fire Fighters and other applicable statutes shall be supplied and cleaned at no cost to employees covered under this Agreement.

**Section 2.** Approved duty and dress uniforms for Union personnel will be provided by the City. The employer shall pay the cleaning costs to dry clean uniform items. Appropriate Civilian attire may be worn with the Chiefs approval. However, civilian attire purchases, replacement costs, cleaning charges, and any other civilian clothing expenses will not be reimbursed by the City.

## **Article 25: Shift Exchanges**

**Section 1.** Shift exchanges that occur within two individual's defined FLSA work periods thus resulting in the same number of scheduled hours worked within the work period are treated as a routine schedule change (not a shift trade). When a schedule change occurs the individuals should record the time actually worked on their time sheet. Exchanges require the approval of the Fire Chief.

**Section 2.** Employees of equal qualification or rank shall have the option to exchange or trade shifts. Shift exchanges are an agreement between employees or the employee and the Fire Chief

and done on a voluntary basis. The employee participating in a shift exchange shall be entitled to all benefits afforded to the position they are assuming, and shall be responsible for performing the assigned responsibilities of the position in a competent and efficient manner.

**Section 3.** Shift trades shall not cost the City additional monies, including acting pay.

**Section 4.** Shift trade hours, or use of paid leave on a shift exchange as permitted in this article, shall not result in additional compensation as provided by the FLSA.

**Section 5.** The City shall have no obligation to keep records of shift trades and shall not be a third party to any trade or any trade disputes.

**Section 6.** All shift trade documentation, with appropriate signatures, shall be completed before the trade using the agreed upon form or electronic process.

**6.1** Once the shift trade documentation or electronic process is completed and approved, the involved employees shall be responsible for arranging and carrying out a shift trade.

**Section 7.** Employees working partial shift trades shall continue on duty until properly relieved.

**Section 8.** An employee who agrees to a shift trade and subsequently fails to complete the trade and is unable to find another employee to work the trade using the agreed upon process (reference prior MOU on shift exchanges) shall be held responsible for the hours agreed to as follows:

**8.1** An employee who fails to report for an agreed upon shift trade shall be charged the equivalent incurred cost of the Department for replacement out of their vacation bank in hours (i.e. overtime replacement 24 hours equates to 36 hours vacation) at a rate of 1 1/2 hours for each hour not worked. If no overtime is incurred, then the employee will be charged vacation leave at the regular rate. If insufficient vacation leave is available, the employee may elect to repay the City via banked comp. time or via a reduction in pay.

**8.2** If an individual becomes sick while working a shift exchange and is unable to work the balance of the shift, they shall be eligible to take accrued sick leave at the regular hourly rate even if overtime is necessary to cover the balance of the shift.

**8.3** Furthermore, the substituting employee, except in the event of personal emergencies as approved the Chief, shall be subject to normal departmental disciplinary procedures for failure to appear and/or may have their trading privileges revoked.

## **Article 26: Tuition Reimbursement & Business Expenses**

**Section 1.** Employees who subsequently attend courses related to their position shall be reimbursed the expense of tuition and required text as provided by City Policy.

**Section 2.** An employee required to use his or her private vehicle, while on duty for fire department business, shall be compensated at the IRS allowed rate as amended from time to time.

**Section 3.** Employees with required attendance at out-of-town business and/or training functions shall receive per diem and/or expense reimbursement in accordance with City Policy.

## **Article 27: Probationary Periods**

**Section 1.** All newly hired employees and promotional appointments will require successful completion of a probationary period of up to twelve (12) months from the date of their appointment.

The Employer shall provide each probationary employee with an objective written evaluation of his/her job performance and progress periodically during the probation period.

## **Article 28: Emergency Response Requirement**

**Section 1.** As a condition of employment, Bargaining Unit members shall have a period of 12 months after appointment to maintain a bona-fide residence within a twenty-five (25) mile radius of the city limits of Longview. If this radius bisects a postal zip code, that entire postal zip code shall be considered within the accepted radius. The 12 month timeframe can be extended upon request for an additional 12 month period subject to approval of the Fire Chief and City Manager.

## **Article 29: Tobacco, Drug, and Alcohol Free Workplace**

**Section 1.** Union members hired after January 1, 1998 agree as a condition of employment to be tobacco free on and off duty. Failure to comply with this requirement shall be grounds for disciplinary action, up to, and including, termination of employment.

**Section 2.** The procedures outlined below for drug and alcohol testing shall become a part of the current Labor Agreement between the City and the Longview Chief Officers, IAFF Local 3375, and be covered by all applicable articles within that Agreement. This policy is instituted to assure that both parties work to certify that the work place is free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol and to comply with the provisions of the Federal Drug Free Workplace Act of 1988. Therefore, the Union and the City agree to the policy and procedure outlined in Addendums A and B.

## **Article 30: Modified Duty, LEOFF II Employees**

**Section 1.** Upon submission of medical documentation indicating that a LEOFF II employee is temporarily unable to perform his full range of duties due to occupational injury or illness the Fire Chief shall assign the employee to any available and medically appropriate modified duty.

**Section 2.** Modified duty assignments shall be made in accordance with the employee's work restrictions as determined by the attending physician. Such assignments shall contribute in a meaningful and identifiable way to the mission and function of the Fire Department.

**Section 3.** Employees on modified duty shall be assigned, at the discretion of the Fire Chief, to work a standard, forty (40) hour per week schedule of five (5), eight (8) hour days, or any other legally permitted alternative work schedule, e.g., a "4/10" or "9/80" schedule, depending on the nature of the modified duty assignment and the employee's work restrictions.

**Section 4.** Employees who have been released by the attending physician to work modified duty for fewer than 40 hours per week may be required to use accrued leave time, or be on a leave without pay, in conjunction with modified duty, but otherwise shall suffer no reduction in pay and benefits while on modified duty.

**Section 5.** A detailed physician's report shall be submitted to Human Resources prior to the assignment of modified duty, and after subsequent follow-up visits to the physician. Each status report shall include, at a minimum, (1) the type(s) of work the employee is able to perform, and/or unable to perform; (2) the number of hours per day, and/or schedule, the employee is able to work; and (3) an expected date the employee may be able to return to full duty, if such a date can be determined.

**Section 6.** Modified duty assignments shall be temporary in nature. Once the employee has been medically determined to be fit to return to full duty, that employee shall be returned to the position and duty shift to which he/she was assigned prior to the injury or illness, unless the employee has been promoted in the interim.

**Section 7.** If there is any question concerning the employee's fitness for full duty, the Fire Chief may require the employee to undergo an examination by a qualified and licensed physician to be selected by the City.

## **Article 31: Retention of Benefits**

**Section 1.** Any changes affecting wages, hours and working conditions shall be made in accordance to RCW 41.56.

## Article 32: Savings Clause

**Section 1.** Should any provision of this Agreement or the application of such provision be rendered or declared invalid by a court of final jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## Article 33: Successors

**Section 1.** This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## Article 34: Duration of Agreement

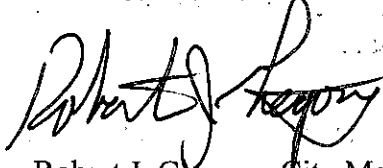
**Section 1.** This Agreement shall be in effect January 1, 2011 until December 31, 2012.

Either side may request negotiation to commence for a new Agreement on or after June 30th, 2012. This Agreement shall remain in full force and effect during the period of negotiation for a successor Agreement.

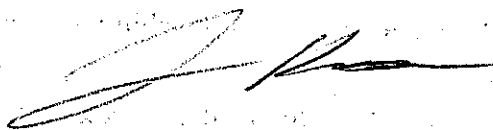
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CITY OF LONGVIEW

LONGVIEW LOCAL 3375

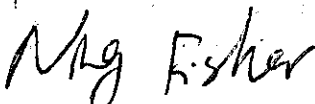


Robert J. Gregory, City Manager



Jim Kambeitz, Local 3375 President

Witnesses:



Robbie Berg  
HR Director

Daryl McDaniel  
Fire Chief

## **Addendum A: Tobacco, Drug, and Alcohol Free Workplace Policy**

**1. Policy.** The City and the Union recognize that drug use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this Policy to eliminate or prevent illegal drug usage and abuse of legal drugs or alcohol at all times through education, treatment, and rehabilitation of the affected personnel, to the extent possible. The illegal possession, manufacture, sale or use of alcoholic beverages or unauthorized drugs shall not be permitted at the City's work sites and/or while an employee is on duty.

**2. Informing Employees about Drug and Alcohol Testing.** All employees shall be fully informed of the drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the City shall inform the employees on how the tests are conducted, what the test can determine, and the consequence of testing positive for drug use. All newly hired employees will be provided with this information on their initial date of hire, or as soon thereafter as possible. No employee shall be tested before this information is provided to him/her. Employees who voluntarily come forward and ask for assistance prior to a positive drug or alcohol test, to deal with a drug and/or alcohol problem shall not be disciplined for that act by the City, unless he/she refuses the opportunity for rehabilitation, fails to successfully complete the program or again tests positive for drugs within three (3) years of completing an appropriate rehabilitation program. The City will pay for any follow-up drug testing. It is the employee's responsibility to use his/her personal medical provider for treatment at his or her own expense.

**3. Prohibited and Controlled Substances.** Drugs shall be defined as narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol substances whose dissemination is regulated by law or this policy. With respect to over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist for their use, it is the responsibility of the employee to review cautionary warnings for potential side effects and inquire of the issuing medical authority as to the potential impact of the drug to impair one's ability to work safely and effectively. Each employee is expected to inform his/her supervisor of such circumstances if there is reasonable cause to believe there will be impairment. The supervisor may require the employee to provide medical documentation from his/her prescribing physician about any medication that may impair the ability to perform the job safely.

**4. Employee Testing.** Employees shall be subjected to pre-employment, post accident, and reasonable suspicion, medical testing involving Urine drug or Breath alcohol for the purpose of discovering possible drug or alcohol abuse. Indications of impaired behavior or a substance abuse problem shall include the odor of alcohol on the breath, dilated or constricted pupils, accident pattern, abnormal behavior, or performance for that specific employee. Supervisors will be required to have two hours of drug and alcohol substance abuse education prior to conducting any reasonable suspicion evaluations. Types of testing as defined below:

**4.1 Post Offer, Pre-Employment Testing:** Applicants for all positions

covered by IAFF Local 3375 shall undergo urine drug testing prior to employment. Receipt of a negative drug result is required being hired or transferred into an IAFF 3375 position.

- 4.2 **Reasonable Suspicion Testing:** Employees are subject to fitness-for-duty evaluation, including a drug and alcohol test, when there is reason to suspect impairment due to physical sign and symptoms consistent with prohibited substance use immediately prior to, during, or immediately after performing assigned job duties. Referral for testing will be made by supervisory personnel who are trained to detect the signs and symptoms of alcohol abuse. The employee will be transported to the test site and a ride home will be arranged as you will not be able to drive until we have negative results on both urine drug and breath alcohol testing.
- 4.3 **Post-Accident Testing:** Local 3375 employees, including the driver and other employees whose performance could have contributed to an accident, shall be subject to post-accident testing if they are involved in an accident while using any City vehicle or equipment (in or out of service).

**5. Sample Collection.** Workplace Wellness Services (WWS), the City's occupational health provider, shall perform the collection of the samples. The laboratory performing the test shall be one that is certified by the National Institute of Drug Abuse (N.I.D.A.) The laboratory used shall also be one whose procedures are periodically tested by N.I.D.A. where they analyze unknown samples sent to an independent party. The results of employee tests shall be made available to the designated Medical Review Physician.

Collection of urine samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures will be followed for all samples as set by NIDA. The Union and the City agree that security of the biological urine samples is an absolute necessity, therefore, the City agrees that if the security of the sample is compromised in any way, any positive test result shall be invalid unless the employee tests positive on a re-test. An employee who refuses to submit to discovery testing as set forth in this Agreement shall be subject to disciplinary action up to and including discharge for the purpose of administering this Article.

Urine samples will be submitted as per N.I.D.A. Standards. Employees have the right to seek the presence of and consultation with Union or legal counsel prior to submission of the sample. Prior to submitting a urine sample the employee will be required to sign a consent form (as attached to this Policy). In accordance with 49CFR Part 40 for collection processes, if there is a sample less than 90 or greater than 100 degrees or any indication of possible adulteration, (ie; floaters, sandy substance, abnormal color or odor) Workplace Wellness will conduct an observed sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner consistent with N.I.D.A. Standards. The primary specimen of 30mls will be tested first and the second of 15 mls will be kept by the laboratory for at least one (1) year or for the duration of any grievance, disciplinary action, or legal proceedings, whichever is longer. At the conclusion of this period, the specimen shall be destroyed. The employee shall not consume any food or liquids until after the sample is taken.

**6. Drug Testing.** The laboratory shall test for only the substances and within the limits as follows for the initial and confirmation tests as provided within N.I.D.A. Standards. The initial test shall use an immunoassay, which meets the requirements of the Health and Human Services (HHS) for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs:

#### INITIAL TESTING

Marijuana metabolites 50 ng/ml  
Cocaine metabolites 300 ng/ml  
Opiate metabolites <sup>(1)</sup> 2000 ng/ml  
Opioids 2000 ng/ml  
Phencyclidine 25 ng/ml  
Amphetamines 1,000 ng/ml

(1) If immunoassay is specific for free morphine the initial level is 25 ng/ml.

Confirmatory tests will be conducted using gas chromatography/mass spectrometry (GC/MS) techniques at the following listed cutoff values:

#### CONFIRMATORY TESTING

Marijuana metabolites <sup>(1)</sup> 15 ng/ml  
Cocaine metabolites <sup>(2)</sup> 150 ng/ml  
Opiates  
Morphine 300 ng/ml  
Codeine 300 ng/ml  
Phencyclidine 25 ng/ml  
Amphetamines 500 ng/ml  
Methamphetamine 500 ng/ml

(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid

(2) Benzoylcegonine

If confirmatory testing results are negative, all samples shall be destroyed after one (1) year by a SAMSHA certified laboratory. Testing results will be kept in the employee's confidential medical for all positive tests for five (5) years.

**7. Alcohol Testing.** Reporting for work with any measurable amount of alcohol in the bloodstream (i.e. a blood alcohol level of .04 or higher) will be a basis for disciplinary action. A breathalyzer or similar equipment shall be used to immediately screen for alcohol use. The

screening test shall be performed by (WWS) by a certified Breath/Alcohol technician. An initial positive alcohol level shall be .05 grams per 210L of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed, and records of the testing expunged from the employee's file(s). Only specimens identified as positive on the initial test shall be confirmed using a blood alcohol test. Sample handling procedures in Section 4 shall apply. A positive blood alcohol level shall be .04 grams per 100 ml of blood.

If such alcohol testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file(s).

**8. Medical Review Physician.** The City contracts with WWS for occupational health services. Medical Review Physician will be employed by WWS and must be a licensed physician with knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of test (sensitivity, specificity, and predictive value), the laboratories running the tests, and the medical conditions and work exposures of the employees. The role of the Medical Review Physician will be to review and interpret the positive test results. He/she must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history, and review of any other relevant medical factors. The Medical Review Physician must review all medical records made available by the tested employee when a confirmed positive test result could have resulted from legally prescribed medication.

**9. Laboratory Results.** The laboratory will release results of all drug screen test results to City of Longview's medical review officer at WWS. The MRO will release the results of all drug screen tests to a designated representative of the City, once he/she has completed appropriate review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the general public.

**10. Testing Program Costs.** The City shall pay for all costs involving drug and alcohol testing as well as the expenses involved of the Medical Review Physician except for testing of split samples. Secondary sample testing will be the financial responsibility of the employee. The employer shall also reimburse each employee for their time, if off duty, and reasonable expenses including travel incurred in involving the testing procedure only.

**11. Discipline.** The parties recognize that an employee has the obligation not to place him/herself in a situation where the ability to perform his/her job is impaired by drugs or alcohol. In the event an employee fails to fulfill his/her obligations, it is the responsibility of the city to remove such employee from the work environment to prevent the endangerment of the employee, fellow employees, and/or the public. Any employee who tests positive for drugs may be subject to disciplinary action up to and including termination, depending upon the circumstances of the situation. Circumstances that would warrant termination include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, or the serious loss or damage of property.

In cases where termination is not warranted, the employee involved who tests positive for drugs or alcohol may be placed in a rehabilitation leave status where the employee may utilize accrued

paid leave. In this case, the employee shall be evaluated by a licensed drug/alcohol evaluator recommended by the Employee Assistance Program (EAP) counselor (agreed to by the employer). Participation by the employee in the approved treatment program is mandatory. Once the intensive part of the program is completed, the employee may be returned to his/her regular duty assignment but only with a written release from a Physician approved by the employer. Employees who complete a rehabilitation program may be tested randomly once every quarter for the following thirty six (36) months.

**12. Rehabilitation.** Employees who enter the program on their own initiative may or may not be subject to re-testing, depending on the circumstances. The treatment and rehabilitation shall be paid for by the City to the extent coverage is provided by the employee's insurance program. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the Rehabilitation program. Periodic progress reports from the attending counselor shall be provided to the HR Director and/or designated employer representative stating the prognosis of the employee's return to his/her duty assignment.

**13. Duty Assignment After Treatment.** Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment, or other mutually agreeable position within the Fire Department.

**14. Right Of Appeal.** The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that he/she may grieve any other employer action.

**15. Changes in testing procedures.** The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedures which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

**16. Conflict with other laws or City Policy.** This article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to or legal obligations that the Employer may have under Federal, State, or local statutes. This agreement takes precedence over City Policy for drug and alcohol testing.

## Addendum B: Salary Schedule

Longview Chief Officer IAFF 3375  
0.0% COLA Increase effective 1/1/2011

### Fire Marshal GRADE 21 (2080 Annual Hours)

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#### Probationary Fire Marshal (3.5% below Fire Marshal)

MO	7,618
PR	3,809.00
YR	91,416
HR	43.95

#### Fire Marshal

MO	7,895
PR	3,947.50
YR	94,740
HR	45.55

### Battalion Chief GRADE 22 (2592 Annual Hours)

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#### Probationary Battalion Chief (1.4% below Battalion Chief)

MO	7,598
PR	3,799.00
YR	91,176
HR	35.18

#### Battalion Chief

MO	7,706
PR	3,853.00
YR	92,472
HR	35.68

THE HISTORY OF THE  
CITY OF BOSTON

FROM THE FIRST SETTLEMENT TO THE PRESENT TIME

BY  
NATHANIEL PHIPPS

IN TWO VOLUMES.

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LONDON: Printed by J. JOHNSON, Strand.

AND SOLD BY R. CLAYTON, No. 10, Pall Mall.

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